

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.02-252
ANNUAL REQUIREMENTS FOR
PROVIDING EMPLOYEE MEDICAL EXAMS

DATE: March 3, 2004

CONTRACT PERIOD: March 5, 2004 thru March 4, 2005

CONTRACTOR: Saint Elizabeth Company Care
1000 West "O" Street, Suite A
Lincoln, Nebraska 68528-1321

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Lynda Kester
& Lisa Haas
Telephone No.: 402/475-6656
FAX No.: 402/475-6682
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER ATTACHED CONTRACT FOR PROFESSIONAL SERVICES

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #69658
Dated: 02/26/04

CONTRACT FOR PROFESSIONAL SERVICES

This contract, executed in triplicate, between the City of Lincoln, Nebraska, hereinafter called the City and Saint Elizabeth Company Care, 1000 West "O" Street, Suite A, Lincoln, NE 68528-9906, hereinafter called the Provider.

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the Provider to perform physical exam services hereafter outlined in connection with RFP 02-252 for Employee Medical Exams.

SECTION I - SCOPE OF SERVICES:

The Provider agrees to perform physical exam services and other exam type services as requested by the City for the following departments at a minimum:

Police Department
Fire Department
StarTran

SECTION II - TERM

Term of the contract shall be one (1) year with the option of renewal for two (2) additional one (1) year periods.

SECTION III - COMPENSATION:

For the services covered by this contract, the City agrees to pay the Provider as follows:

DOT Physical	\$45.00
Medical Exam (may include the following)	\$45.00
- In depth medical and occupational history	
- Physician/Physician Assistant Exam	
- Blood pressure/pulse resting	
- Blood pressure/pulse following activity	
- Vital signs	
- Height and weight	
- Vision testing (near, far, color and peripheral)	
- Whisper hearing test	
- Urinalysis (UA dip)	

- Back safety education

EKG	\$45.00
PFT	\$25.00
Chemistry/Lipid/Thyroid/Hematology Profile (Or \$20.00 per profile)	\$45.00
Chest X-ray	\$60.00
Audiogram (if fails whisper test)	\$13.00
PPD for TB testing	\$20.00
Hepatitis C (to find if individual is a carrier)	\$64.00

Immunizations available upon request include:

Hepatitis B (series of three)	\$168.00
Tetanus	20.00
Influenza	15.00

SECTION IV - OTHER MATTERS:

It is mutually understood and agreed:

- A. That either party has the right to terminate this contract for any cause, in which event the Provider shall be paid on the basis of percentage of completion of the work performed hereunder. The ownership of the exams or documents completed at the time of such termination shall be retained by the City.
- B. That a change in scope of work shall be accompanied by a corresponding adjustment in the compensation to be paid hereunder, which adjustment shall be as may be mutually agreed upon between the parties hereto prior to the implementation of such change in scope.
- C. That Rich Mackey - Police Department, Mike Spadt - Fire Department, and Mike Weston - StarTran will act as the City's authorized representative for this project, who will have direct and responsible charge of the project. All changes in scope, plans, interpretation of specifications and other matters requiring decisions on the part of the City will be made by the City Representative.
- D. That copies of all documents/x-rays, etc. shall become the property of the City as soon as payment for same has been completed. The Provider shall retain originals of all information and records generated in Providers ordinary course of business. It is mutually agreed that these documents are to be used by the City solely in connection with the exam and in compliance with state and federal laws.

- E. Any subletting, assignment or transfer of any services to be performed by the Provider is hereby prohibited unless prior written consent of the City is obtained.
- F. The Provider shall perform all required serviced under the direct supervision of a licensed medical physician licensed to practice in the State of Nebraska.
- G. The Providers relationship to City, the status of Provider including Provider's agents and employees, under or by virtue of the terms of this contract is that of independent contractor.
- H. This contract shall be binding upon the successors and assigns of the parties hereto.
- I. Provider and City shall comply with all Federal and State laws and City ordinances applicable to the work.
- J. That neither the Provider nor the Provider's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, or national origin, pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes (Reissue 1993) and Section 11.08.160 of the Lincoln Municipal Code.
- K. Provider shall indemnify and save harmless the City of Lincoln, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, arising from the activities of Provider or of Provider's agents, servants, or employees. In this connection, Provider shall carry insurance in the following kinds and minimum limits as indicated:

1. Worker's Compensation Insurance and Employer's liability Insurance

The Provider shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Provider shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Provider shall take out and maintain during the life of this contract, Employer's Liability Insurance with the statutory limit in an insurance company authorized to write such insurance in all states where the

Provider will have employees located in the performance of this contract, and the Provider shall require each of his subcontractors similarly to maintain common law liability insurance on it's employees.

2. Liability Insurance

- a. The Provider shall maintain during the life of this contract, Public Liability Insurance, naming and protecting him and the City of Lincoln against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations under this contract whether such operations be by such insurance shall be as follows:

(1) Commercial General Liability \$1,000,000 Each Occurrence
Bodily Injury & Property Damage \$1,000,000 Aggregate

(2) Personal Injury \$1,000,000 Each Occurrence

(3) Contractual Liability \$1,000,000 Each Occurrence

(4) Products & Completed
Operations \$1,000,000 Each Occurrence

- b. The Liability insurance required by the preceding paragraph shall include the following extensions of coverage:

- (1) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Products Liability and/or Completed Operations coverage shall be included.

4. Professional Liability Insurance

The Provider shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Provider against claims for

damages resulting from the Provider's errors, omissions, or negligent acts.

Such policy shall contain a limit of liability not less than one million dollars.

5. Certificate of Insurance

The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Provider's work has been completed and accepted by the City. A certificate of insurance evidencing policies required shall be furnished the City of Lincoln, such certificate shall specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

ATTEST:

City Clerk (Seal)

CITY OF LINCOLN, NEBRASKA

By Don Weesly
Mayor

Approved by Executive Order No. _____

Dated 3-5-03

SAINT MARY 1/6/03

St. Elizabeth Company Care
Firm

1000 West "O" Street, Suite A, Lincoln, Nebr.
Address 68528

OK 1/6/03
By Robert J. Lane

Date 1/9/03